

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT

AVC NO. 07-009

FILED

IN RE: AMAZON MARKETING, INC. d/b/a)
 RAINSOFT OF INDIANAPOLIS INC.,)
)
 Respondent.)

(32) JUN 28 2007

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Justin G. Hazlett, and the Respondent, Amazon Marketing, Inc., enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is an Indiana corporation engaged in home improvement contracting, specifically, installing water treatment equipment, with a principal place of business at 1328 Sadlier Circle East Drive, Indianapolis, Indiana 46239.
2. The terms of this Assurance apply to and are binding upon Respondent, its agents, employees, principals, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §§24-5-0.5-1 through -12.

4. Any term used in this Assurance that is explicitly defined by Ind. Code §§24-5-11-1 through -14, Ind. Code §§24-5-0.5-1 through -12, or Ind. Code §§24-5-10-1 through -18 has the meaning set forth by those statutes.

5. Respondent agrees, pursuant to Ind. Code §24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before the consumer signs it. Respondent agrees that the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Indiana Code §24-5-11-10(a)(4) [paragraph 5.d. above] does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature.

6. Respondent agrees that each of its home improvement contracts shall be in a form that each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code §24-5-11-10(b).

7. Respondent agrees that before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, Respondent shall have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code §24-5-11-11.

8. Respondent agrees that it shall give a fully executed copy of the home improvement contract, showing the dates Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code §24-5-11-12.

9. Respondent agrees to refrain from conducting any home improvements or engaging in any consumer transaction until it has first obtained all necessary licenses and permits required by law.

10. Respondent agrees, pursuant to Ind. Code §24-5-0.5-3(a)(1), that Respondent shall not represent, either orally or in writing, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have when Respondent knows or should reasonably know that it does not.

11. Respondent agrees, pursuant to Ind. Code §24-5-10-9(a), that Respondent in a home consumer transaction shall deliver to the consumer two (2) copies of a written notice of the consumer's right to cancel the transaction.

12. Respondent agrees, pursuant to Ind. Code §24-5-10-9(b), that the notice of the consumer's right to cancel the transaction shall be set forth on a separate document in at least ten (10) point boldface type and shall contain the following information:

- (a) The address to which the consumer's notice of cancellation may be delivered or sent;
- (b) A statement that the transaction may be cancelled before midnight of the third business day after the consumer and Respondent finally agree to the transaction;
- (c) A statement of the steps the consumer must take to cancel the home consumer transaction;
- (d) A statement of the steps the consumer and Respondent must take after cancellation of the home consumer transaction; and
- (e) The date by which the consumer must exercise the right to cancel the transaction.

13. Respondent agrees that it shall not interfere with any consumer's right to cancel, including but not limited to requiring the consumer to sign a release excusing or mitigating Respondent's damages to a consumer's property caused by the installation or removal of Respondent's products or services.

14. Respondent agrees, in transactions where the consumer properly exercises his or her right to cancel, that it shall not mitigate damages in any way detrimentally affecting the consumer.

15. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless that activity is in full compliance with the Home Improvement Contracts Act, Ind. Code §§24-5-11-1 through -14, the Deceptive Consumer Sales Act, Ind. Code §§24-5-0.5-1 through -12, and the Home Solicitation Sales Act, Ind. Code §§24-5-10-1 through -18.

16. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

17. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

18. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives against it.

19. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.


DATED this 27 day of June, 2007.

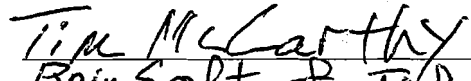
STATE OF INDIANA

RESPONDENT

STEVE CARTER
Attorney General of Indiana


AMAZON MARKETING, INC.

By: 
Justin Hazlett
Deputy Attorney General
Atty. No. 22046-49

By: 
Name: RainSoft of Indianapolis
Title: President

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APPROVED this _____ day of JUN 28 2007, 2007.


Judge, Marion Circuit Court